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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

LOOP AI LABS, INC.,

Plaintiff,

vs.

ANNA GATTI, an individual,  
ALMAVIVA S.p.A., an Italian  
corporation, ALMAWAVE S.r.l., an Italian  
corporation, ALMAWAVE USA, Inc., a  
California corporation, IQSYSTEM LLC, a  
California limited liability company,  
IQSYSTEM, Inc., a Delaware corporation,

Defendants.

**Case No. 3:15-cv-00798-HSG-DMR**

**DECLARATION OF ANTONIO DI NAPOLI**

**DATE: July 21, 2016**

**TIME: 2:00 PM**

**ACTION FILED: February 20, 2015**

**TRIAL DATE: September 19, 2016**

**JUDGE: HAYWOOD S. GILLIAM, JR.**

1. I, Antonio Di Napoli, declare as follows:

2. I am the Director of Business Development for IQSystem, Inc., a defendant in the above-captioned case. I have been engaged by IQSystem, Inc. since April, 2014. I started as an unpaid advisor, and then became a 1099 contractor, before becoming a W-2 employee in April, 2015. I am responsible for business development and all semiconductor related activities, and I enjoy

DECLARATION OF ANTIONIO DI NAPOLI

1 25 years of experience in the high-tech equipment industry. I have personal knowledge of the facts  
2 below, and if called to testify, can and will competently do so.

3 3. Prior to my engagement with IQSystem, Inc. I was an employee of Elettranova, which  
4 was owned and operated by Fabio Ficano. In early 2014, an Elettranova engineer in Arizona  
5 contacted myself and Fabio Ficano regarding an Arizona company called Intex that was seeking  
6 financial help. In or about February, 2014 I participated in a conference call about Intex, but did not  
7 consider Intex a worthwhile opportunity and did not want to waste my time on Intex, particularly as I  
8 was paid on a commission and Intex was not looking for advice within my area of consultation. I did  
9 not have any further involvement or follow-up with Intex, and in March, 2014, I left Elettranova.

10 4. I have not acquired nor ever attempted to acquire the intellectual property of a  
11 company called Intex. I did not solicit or receive bribes or payment in any manner in exchange for  
12 the intellectual property of a company called Intex. I did not have any involvement, or in any way  
13 force Intex into bankruptcy, if it did in fact go into bankruptcy. To my knowledge, I have not worked  
14 with a disloyal insider of any company.

15 5. IQSystem, Inc. is in no way involved or connected to a company called Intex, and I  
16 have not communicated with anyone at Intex while engaged with IQSystem, Inc.

17 6. In early 2014, as a favor I introduced Anna Gatti to my personal friend Trae Stephens,  
18 who works at the venture capital firm Founders Fund, with the intention that Loop AI Labs could  
19 pitch itself as an investment target to Founders Fund.

20 7. In the Spring of 2014, Loop AI Labs allowed IQSystem, Inc. employees, including  
21 myself and Manuela Micoli, to temporarily work in unused portions of Loop AI Labs' offices.  
22 Consistent with my experience in the high-tech equipment industry, while at Loop AI Labs' offices I  
23 worked on developing a new biometric microchip device. Loop AI Labs provided myself and Ms.  
24 Micoli with desks and the office Wi-Fi network password to access the internet. Access to the office  
25 WI-Fi network did not allow me access to Loop AI Labs' files or documents; just the internet. I used  
26 my own computer while at Loop AI Labs' offices, and Ms. Micoli used her own computer as well.

27 8. After a few weeks, Ms. Micoli and I found our own office space for IQSystem Inc. I  
28 sent an email to Loop AI Labs employees thanking them for allowing IQSystem Inc. to use their

DECLARATION OF ANTONIO DI NAPOLI

1 offices. At the time I felt that they had done me a favor by allowing me to temporarily use their  
2 excess office space. It seemed appropriate to offer the same in return if the need ever arose.

3 9. For the 2014 Thanksgiving holiday, I travelled to Europe with Anna Gatti. While on  
4 this trip to Europe I did not meet Peter Liu of WI Harper. To my knowledge I have never met Peter  
5 Liu, whether that be in Europe, the United States, or anywhere else.

6 10. In June, 2014 IQSystem, Inc. contracted with Almaxwave USA to engage in business  
7 development consulting services. To this end, IQSystem, Inc. engaged consultants and arranged  
8 multiple meetings with a variety of companies to present Almaxwave S.r.l.'s products, which  
9 Almaxwave USA was marketing in the United States. IQSystem, Inc.'s relationship with Almaxwave  
10 USA was in no way related to Loop AI Labs and was not formed in order to access Loop AI Labs'  
11 information. The funds received pursuant to the contract with Almaxwave USA were used to pay  
12 overhead operations of IQSystem, Inc., including payments to consultants and other expenses  
13 associated with introducing Almaxwave S.r.l.'s products as marketed by Almaxwave USA to potential  
14 customers in the United States by way of meetings and promotional events.

15 11. My and IQSystem, Inc.'s scope of work was to sell already developed existing and  
16 commercialized products that Almaxwave S.r.l. was already selling in other markets. The interaction  
17 with Almaxwave USA centered around existing products, pricing of those products, and prospect  
18 clients for those existing products. IQSystem, Inc. was never involved in any R&D activities or  
19 development of new features for existing products or solutions. The scope of work for IQSystem,  
20 Inc. did not include procurement of intellectual property from any source, and identification of  
21 potential acquisition targets was never discussed with Almaxwave. IQSystem, Inc. was never asked  
22 to securing capital funding or interact with investors, and did not do so. It was always my  
23 understanding, based on the scope of my work, that Almaxwave USA was established to market  
24 Almaxwave S.r.l.'s existing products, based on its existing intellectual property, and was not seeking  
25 venture capital, as was wholly owned subsidiary of Almaxviva Group. In March, 2015 Almaxwave  
26 USA terminated the consulting relationship with IQSystem, Inc. as a result of this lawsuit being  
27 filed.

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DECLARATION OF ANTONIO DI NAPOLI

By: Antonio Di Napoli

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DECLARATION OF ANTONIO DI NAPOLI